

27 1997
CITY CLERK'S OFFICE

A G R E E M E N T

Between

CITY OF LINDEN

And

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION LOCAL 34

January 1, 1995 through December 31, 1997

Law Offices

DORF & DORF, P.C.
2376 St. Georges Avenue
Rahway, New Jersey 07065

PREAMBLE

This Agreement, effective the first day of January 1995, through December 31, 1997 between the City of Linden, New Jersey, hereinafter referred to as the City and Local #34, Firemen's Mutual Benevolent Association, hereinafter referred to as the F.M.B.A. is designed to maintain and promote a harmonious relationship between the City of Linden and such of its employees who are within the provisions of this Agreement, through collective negotiations, in order that more efficient and progressive public service may be rendered and represents the complete and final understanding of all bargainable issues between the City and the F.M.B.A.

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	
I. RECOGNITION	1
II. F.M.B.A. GOOD AND WELFARE COMMITTEE - GRIEVANCE COMMITTEE - DELEGATES	2
A. Good and Welfare Committee	2
B. F.M.B.A. Grievance Committee	2
C. Delegates - Meetings	3
D. President and Executive Delegate or Alternate	3
E. President, Executive and all Delegates	3
F. The Secretary of the F.M.B.A.	3
III. ACTING OFFICERS	4
IV. HOURS OF WORK AND OVERTIME	5
A. Hours of Work	5
B. Overtime	5
V. VACATION	8
VI. HOLIDAYS - PERSONAL DAYS - FIRE SERVICE DAY	10
A. Holidays	10
B. Personal Days	11
C. Fire Service Day	12
VII. LEAVES	12
A. Sick Leave	12
B. Retirement - Unused Sick Leave	14
C. Sick Leave - Sell Back	15
D. Leave of Absence as a Result of Injury in Line of Duty	15
E. Leave Because of Death in Immediate Family	16
F. Military Leave	16
G. Leave of Absence	17
VIII. WAGES	18
A. Salary	18
B. Salary Increments	20
IX. LONGEVITY	21
X. GRIEVANCE PROCEDURE	22

TABLE OF CONTENTS (continued)

<u>ARTICLE</u>		<u>PAGE</u>
XI.	MISCELLANEOUS	25
	A. Clothing Allowance	25
	B. Clothing Maintenance Allowance	26
	C. Emergency Meals	26
	D. Outside Employment	27
	E. In Case of Death of an Active Fireman	27
	F. Duties	27
	G. Immunization	28
	H. Fire Science Program	28
	I. F.M.B.A. Dues Deduction	29
	J. Building Code and Bureau of Fire Safety Certification	30
	K. Hourly Differential	31
	L. Miscellaneous Stipend	31
XII.	INSURANCE	32
	A. Health Insurance	32
	B. Life Insurance	33
	C. Workmen's Compensation Insurance	33
	D. Automobile Liability Insurance	33
	E. Temporary Disability Insurance	33
XIII.	F.M.B.A. ACTIVITY PROTECTED	34
XIV.	PRIOR PRACTICES	36
XV.	MANAGEMENT RIGHTS	37
XVI.	SEPARABILITY AND SAVINGS	39
XVII.	FULLY BARGAINED PROVISIONS	40
XVIII.	DURATION	41
	PROPOSED ADDENDUM TO THE CURRENT AGREEMENT	

ARTICLE I

RECOGNITION

The City hereby recognizes F.M.B.A. Local #34 as the exclusive representative and bargaining agent for the bargaining unit consisting of all members of the Fire Department with the rank of Firefighter.

ARTICLE II

F.M.B.A. GOOD AND WELFARE COMMITTEE-GRIEVANCE COMMITTEE-DELEGATES

A. Good and Welfare Committee

1. Members of the F.M.B.A. Good and Welfare Committee are designated as the F.M.B.A. Negotiating Committee. These members, seven (7) in number, (only three (3) of which may be on duty), shall be granted leave without loss of regular straight time pay for all meetings between the City and the F.M.B.A. for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

2. The F.M.B.A. Good and Welfare and Negotiating Committees will be permitted to hold their Committee meetings in the Firehouses designated by the City upon minimum forty-eight (48) hours advance notice, except if such meetings conflict with City scheduled departmental meetings or training activities.

3. Each F.M.B.A. Good and Welfare or Negotiating Committee meeting held in a Firehouse will not be of more than three (3) hours duration.

B. F.M.B.A. Grievance Committee

The F.M.B.A. Grievance Committee, seven (7) in number, (only three (3) of which may be on duty) shall be granted leave without loss of regular straight time pay for all meetings between the City and the F.M.B.A. for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

C. Delegates - Meetings

1. The executive Delegate or the Alternate State Delegate of the F.M.B.A. shall be granted leave from duty without loss of regular straight time pay for all meetings of the State F.M.B.A. and Regional F.M.B.A. meetings and all membership meetings of the State F.M.B.A. when such meetings take place at a time when such officer is scheduled to be on duty. The Alternate State Delegate will replace the State Delegate in case of personal sickness or death in the family.

2. The President of the F.M.B.A. or the next member of the Executive Committee in line, should the President be unable to attend, shall be granted leave from duty without loss of regular straight time pay to attend all State, Regional and Local F.M.B.A. meetings (not to exceed one (1) State and one (1) Local meeting per month), provided recall of a Firefighter is not required to replace the President's absence from duty.

D. The President and Executive Delegate or the Alternate Executive Delegate of the F.M.B.A. shall be granted leave from duty without loss of regular straight time pay to perform the duties of their respective offices.

E. The President, Executive Delegate and all Delegates elected to represent the F.M.B.A. at their annual Convention shall be granted leave from duty without loss of regular straight time pay to attend said Convention.

F. The Secretary of the F.M.B.A. will be granted time off with pay to attend regular monthly and/or special meetings of the F.M.B.A., provided recall of a Firefighter is not required to replace the Secretary's absence from duty.

ARTICLE III

ACTING OFFICERS

A. All acting assignments to a Company Officer Classification will be filled by Firefighters having completed a minimum of three (3) years credited service in the Department and judged to be qualified by the Chief for such assignments.

B. Firefighters qualified to fill Acting Company Officer assignments will be selected in order of seniority.

C. The Chief will designate a Company Officer in each departmental group on each tour of duty to keep and maintain an individual roster of Firefighters, listed in order of their departmental seniority.

D. A Firefighter serving as an Acting Company Officer shall receive, for all time worked in that capacity through February 28, 1997, the authorized salary paid to the replaced Company Officer. Effective March 1, 1997 a Firefighter serving as an Acting Lieutenant will receive an additional thirty-five (\$35.00) dollars per day for each day so served beyond the Firefighter's daily base salary.

ARTICLE IV

HOURS OF WORK AND OVERTIME

A. Hours of Work

1. The work week for all employees who perform fire fighting duties shall be an average of not more than forty-two (42) hours per week, based on an eight (8) week cycle, computed on the work schedule cycle of two (2) days of eleven (11) hours each (7 a.m. to 6 p.m.) followed by forty-eight (48) hours off, followed by two (2) nights of thirteen (13) hours each (6 p.m. to 7 a.m.) followed by seventy-two (72) hours off.

2. Permission to be relieved one hour earlier prior to completion of each tour may be granted upon notification to the Captain in charge. Permission may also be granted to be relieved two (2) hours earlier on all holidays. It is understood that anyone relieving at an earlier hour will not be entitled to additional compensation of any kind.

3. If a Firefighter reports for duty as assigned and is ordered by the Company Officer in charge to report for duty in another firehouse, the Firefighter will be, for the purpose of City insurance coverage only, considered on duty from the time the order is given.

B. Overtime

1. Whenever an employee works in excess of his regularly assigned work week or work schedule, as provided for in Section A of Article IV, in addition to any other benefits to which he may be entitled, he shall be paid for such overtime work

at one and one half (1-1/2) times his hourly rate of pay including any earned longevity pay for such assigned duty. An employee may in lieu of overtime payment, choose compensatory time-off provided he shall notify the Chief of the Department within five (5) days, and if in the opinion of the Chief, such time-off would not adversely affect the operation of the Fire Department.

2. Whenever an employee is held over beyond his regular tour of duty, he shall be paid at one and one half (1-1/2) times his hourly rate of pay including any earned longevity pay to the next one half (1/2) hour time period.

3. Whenever an employee is called back to duty after completion of his regular tour of duty or at any time he is off duty, he shall be paid a minimum of two (2) hours pay at one and one half (1-1/2) times the hourly rate of pay for such assigned duty provided such time is not contiguous to the employee's tour of duty in which case he shall receive pay for the actual time worked.

4. The Fire Officer designated by the Chief on each tour shall establish a roster of the Firefighters in his group on a seniority basis. Whenever overtime work is required, and it is not of an emergent nature as determined by the Chief or Deputy Chief, it shall be rotated among employees on the appropriate roster. If a Firefighter refuses an assignment to work overtime, he shall be considered as having worked such overtime assignment

for the purpose of maintaining a proper order of rotation for future assignments.

5. For purposes of overtime worked under this Article, any employee when serving in an acting capacity in a higher rank or classification shall be considered as holding such rank and shall be compensated accordingly as per Article III, Section D.

ARTICLE V

VACATION

A. Vacations are to be granted in accordance with the following scale based on the established annual salary pay rates.

<u>LENGTH OF SERVICE</u>	<u>SHIFT WORKERS</u>	<u>DAYS ANNUAL VACATION LEAVE</u>
2 through 5 years		8 working days
6 through 9 years		10 working days
10 through 14 years		14 working days
15 through 19 years		16 working days
20 through 24 years		18 working days
25 years and over		22 working days

<u>LENGTH OF SERVICE</u>	<u>DAY WORKERS</u>	<u>DAYS ANNUAL VACATION LEAVE</u>
2 through 5 years		13 working days
6 through 10 years		15 working days
11 through 15 years		19 working days
16 through 20 years		22 working days
21 through 25 years		24 working days
26 through 30 years		26 working days
31 years and over		31 working days

For less than one (1) year of service two (2) days vacation shall be granted for each quarter of a year worked.

B. The vacation period for each fiscal year shall be from January 1 to the 31 of December. Earned vacation for less than one (1) year of service shall be granted during the first full fiscal year of employment.

C. During the second full fiscal year of employment and every year of employment thereafter, earned vacation shall be granted in accordance with the schedule listed.

D. After the first fiscal year of employment, the amount of vacation shall be determined by the anniversary date of employment and said vacation shall be granted during the fiscal year of said anniversary date.

E. Firefighters shall be entitled to eight (8) working days vacation during the summer period from June 15 through September 15 of each calendar year, except in an official emergency declared by the Chief of the Department.

A lack of manpower will not constitute an official emergency if the City has not reasonably employed available Firefighter candidates from an official New Jersey Department of Personnel listing.

F. Vacation time shall not be carried over to the following year unless personal illness or accident prevents a Firefighter from so doing or special permission is granted by the Chief of the Department.

G. Vacation time will be paid or granted pro-rata for the year in which a Firefighter terminates his service in the Department for any reason whatsoever.

ARTICLE VI

HOLIDAYS - PERSONAL DAYS - FIRE SERVICE DAY

A. Holidays

1. All Firefighters will receive ten (10) working days off in lieu of official holidays; all of which shall be the choice of the individual Firefighter, subject only to the approval of the individual dates by the Fire Chief. Six (6) of said ten (10) working days will be selected by March 15 and taken no later than July 1 of each year. All days off granted in lieu of holidays must be taken in the current year.

2. Each Firefighter may work at his option seven (7) of the above stated paid holidays for which he is presently receiving time off, provided he gives written notice to the Chief no later than March 1 of any given year. Payment for holidays worked will be at the same rate of pay as presently in effect for the six (6) paid holidays granted annually to all Firefighters described in Paragraph 3.

3. Pre-January 1, 1997: Prior to 1997, six (6) additional holidays were paid at twelve (12) hours base rate of pay in lieu of time off, three (3) holidays were payable prior to July 1 and three (3) holidays were payable prior to December 31 of each year.

4. Calendar Year 1997 and Thereafter: The six (6) additional holidays noted in Section A.3 will be included in annual salary in accordance with Article VIII, Section A, paragraph 5.

5. Qualifications for payment in lieu of said six (6) additional holidays shall be active employment for a minimum of six (6) calendar weeks in each eight (8) calendar week period of the first forty-eight (48) calendar weeks of the year.

6. For the purpose of this Agreement, active employment shall be defined as any employment that receives an authorized rate of pay.

B. Personal Days

1. Each Firefighter shall receive annually two (2) personal days off with pay equivalent to twelve (12) hours base rate of pay for each day.

2. A Firefighter, at his option, may work the annual personal days off and receive twelve (12) hours base rate of pay in lieu thereof, provided he gives written notice to the Chief's Office prior to June 1 of the current year.

3. One personal day shall be scheduled and taken no later than July 1, and one personal day shall be scheduled and taken no later than December 1 of each year.

4. A Firefighter may take personal days whenever scheduled. However, with the exception of retirement or death, he shall be required to have six (6) months of credited service in the applicable calendar year to qualify for one (1) paid personal day off. He shall be required to have twelve (12) months of credited service in the applicable calendar year to qualify for two (2) paid personal days off.

C. Fire Service Day

Firefighters shall be granted One Hundred Fifty Dollars (\$150.00) in lieu of a Fire Service Day payable prior to July 1 of each year.

ARTICLE VII

LEAVES

A. Sick Leave

1. Sick leave shall mean paid leave that will be granted to an employee who, through sickness or injury becomes incapacitated to a degree that makes it impossible for him to perform the duties of his position, or who is quarantined by a physician because he has been exposed to a contagious disease.

2. A certificate from the employee's doctor or department physician shall be required as sufficient proof of the need for sick leave for each working day off. A Firefighter may return to work after an illness of one (1) working day without said doctor's certificate but shall be required to sign the duty roster to attest to the fact that he is physically able to perform his assigned duties. In no event shall a Firefighter be allowed to return to work without a doctor's certificate if he has reported off because of illness for a period of two (2) or more working days. If the department questions the Firefighter's physical ability to perform his assigned duties, it may require the Firefighter to be examined by its designated physician. In

addition to the foregoing, the City may require proof of illness of an employee on sick leave, whenever such requirement appears warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

3a. All members of the Fire Department are entitled to fifteen (15) working days of sick leave per year cumulatively. In the case where cumulative sick leave has been exhausted, the City Council may, upon receiving request for extended sick leave from the office of the Chief, grant additional sick leave of one calendar year or less, as may be required, in accordance with N.J.S.A. 40A: 14-16. The determination for the amount of additional sick leave to be granted shall be based solely on medical reports received by the City Council. The request for additional sick leave, as set forth herein, shall be made in ninety (90) day intervals during the first calendar year when such leave is applicable.

b. Additional sick leave will be considered only after all earned sick leave, earned vacation, paid holidays, personal days and earned temporary disability benefits have been used by the Firefighter.

c. Any additional sick leave with pay granted a Firefighter shall be owed and returnable to the City, when sick leave days are again being earned by the Firefighter.

d. During additional unearned sick leave time granted, the accumulation of sick leave, vacation time, holidays paid, holidays time off and personal days will cease. Upon

repayment of sick leave to the City, a Firefighter will receive all benefits lost during said additional unearned sick leave time.

4a. Accumulated sick leave of no more than four (4) days annually may be used by a Firefighter to personally attend a member of his immediate family, who due to disabling illness or injury, pregnancy or quarantine restrictions requires such personal attendance. The Chief of the Department may, at his discretion, grant a Firefighter more than four (4) days accumulated sick leave for the purpose heretofore mentioned, upon request and presentation of just and valid reasons in the opinion of the Chief. A Firefighter off on family illness shall not be visited by the Deputy Chief for departmental business reasons.

b. For two (2) or more consecutive work days off, evidence of need for an employee's personal attendance shall be provided in the form of a Doctor's Certificate.

c. For the purpose of this paragraph immediate family shall mean spouse, unwed child, parent or unmarried brother or sister.

B. Retirement - Unused Sick Leave

1. Upon retirement or layoff, a Firefighter will receive one (1) day of base pay for each three (3) days of unused earned sick leave for the first Two Hundred and One (201) days of accumulated earned sick leave; and one (1) day of base pay for each two (2) days of unused earned sick leave over and above the first Two Hundred and One (201) days of accumulated earned sick

leave.

2. In no event, however, will a Firefighter receive more than a Sixteen Thousand Dollar (\$16,000.00) total unused sick leave payment in 1993. The aforementioned maximum shall be changed to Nineteen Thousand Dollars (\$19,000.00) in 1994.

3. In the event of death prior to retirement, the Firefighter's heirs or estate will receive the unused sick leave pay earned by the deceased.

4. Any Firefighter who chooses to leave the Department or any Firefighter terminated by the City for reasons other than retirement, illness, injury or layoff, will not be entitled to unused sick leave pay.

5. A day of unused sick leave pay will be calculated by dividing a Firefighter's annual base salary by the number One Hundred Eighty-Two point Five (182.5).

C. Sick Leave - Sell Back

Any Firefighter who has accumulated sixty (60) sick days may at his option sell back no more than five (5) of those days to the City. The Firefighter will inform the City Treasurer of this decision no later than October 15 of that year.

D. Leave of Absence as a Result of Injury in Line of Duty

When a Fireman is injured in the line of duty, the City Council shall pursuant to N.J.S.A. 40:A 14-16, pass a resolution giving the employee up to one year's leave of absence with pay; said leave shall be granted in units of thirty (30) days at one time. When such action is taken, the employee shall not be

charged any sick leave for time lost to such injury.

E. Leave Because of Death in Immediate Family

1. Up to a maximum of three (3) working days leave will be granted to a Firefighter in the event of a death in his immediate family which is defined as the Firefighter's spouse, child, parent, grandparent, brother or sister or the child, parent, grandparent, brother or sister of his spouse and a relative living in the Firefighter's household. Unless funeral leave is extended by the Chief, a Firefighter will return to duty the day after the funeral.

2. One (1) day off with pay will be granted to a Firefighter in the event of death of an aunt, uncle, niece or nephew of the Firefighter or his spouse, provided said Firefighter attends the funeral.

3. For the purpose of this Section the day off for the funeral is defined as a twenty-four (24) hour day.

F. Military Leave

1. Any employee who is a member of the National Guard, Naval Militia, Air National Guard or a reserve component of any of the Armed Forces of the United States and is required to engage in field training, as is authorized by law, shall be granted paid leave of absence for such Annual Active Duty For Training (ANACDUTRA) in addition to his vacation up to a maximum of fifteen (15) work days per year.

2. Any Fireman who has been called to active duty or inducted into the military or naval forces of the United States,

shall automatically be granted an indefinite leave of absence without pay for the duration of such active military service and the City shall make pension payments required during said leave. Each employee must be reinstated without loss of privileges or seniority provided he reports for duty with the City within sixty (60) days following his honorable discharge or separation from military service, and provided he has notified the City of his intent to report for duty thirty (30) days prior to his discharge from military service.

G. Leave of Absence

1. Leave of absence shall not be granted unless written request is made to the City Council by way of the Fire Chiefs recommendation explaining the circumstances for the request and shall not be granted unless the special circumstances warrant such action.

2. During any leave of absence granted without pay, a Firefighter's seniority will fail to accrue and all other benefits, considerations and entitlements will be suspended, unless superseded by New Jersey Department of Personnel of rules or otherwise provided for by New Jersey Statutes.

ARTICLE VIII

WAGES

A. Salary

1. Salary for the purpose of this Agreement shall be the highest salary that a Firefighter is duly and properly authorized to receive at the beginning of each calendar year.

2. In the event of the death of a Firefighter payment of salary shall be made up to and including the day of death together with any accumulated time which the employee may be entitled for services rendered to the City including sick leave benefits.

3. All increments for employees entitled thereto between the period of January 1 and June 30 shall commence on the preceding January 1. Increments for employees entitled thereto for the period of July 1 to December 31 shall commence on the preceding July 1.

4. Base Salary for 1994, 1995 and 1996 is as noted on page 19.

5. Annual Salary is defined to consist of Base Salary and effective January 1, 1997 - \$1,200 (formerly clothing allowance, clothing maintenance allowance) and six (6) paid holidays will be included.

6. Total Salary is defined to consist of Annual Salary as noted above, longevity, college incentive plan and

additional stipend pay.

7. Holiday Pay is determined as follows:

a. 1995 and 1996 - Calculate by dividing a Firefighter's Base Salary by one hundred eighty-two point five (182.5) based on a twelve-hour day.

b. 1997 - Calculate by dividing a Firefighters Annual Salary by one hundred eighty-two point five (182.5) based on a twelve-hour day.

8. Base Salary for 1994, 1995 and 1996 and Annual Salary for 1997 for each Firefighter shall be as follows:

RANK	BASE SALARY 1994	BASE SALARY 1995	BASE SALARY 1996	ANNUAL SALARY 1997
FIREFIGHTER CLASS A	\$47,621	\$49,288	\$51,013	\$55,966
FIREFIGHTER 2ND GRADE CLASS B	\$46,187	\$47,804	\$49,477	\$54,319
FIREFIGHTER 3RD GRADE CLASS C	\$44,746	\$46,312	\$47,933	\$52,637
FIREFIGHTER 4TH GRADE CLASS D	\$43,312	\$44,828	\$46,397	\$50,972
FIREFIGHTER 5TH GRADE CLASS E	\$29,122	\$30,141	\$31,196	\$39,500
FIREFIGHTER 6TH GRADE CLASS F	\$-----	\$-----	\$-----	\$35,000
FIREFIGHTER ACADEMY GRADUATION CLASS G	\$-----	\$-----	\$-----	\$30,000
FIREFIGHTER PROBATIONARY CLASS H	\$-----	\$-----	\$-----	\$28,837

B. Salary Increments

Any person employed in the capacity or the rank of Firefighter in the regular Fire Department or who shall receive appointment after final adoption of the Agreement shall be paid during the first year of such employment at the minimum of the salary range provided for his respective position as set forth in this Agreement. After having completed the first year of creditable salary service, he shall receive a salary increment, and each year thereafter, until he shall obtain the maximum salary for that position as set forth in the salary schedule contained herein.

ARTICLE IX

LONGEVITY

A. All the employees of the Fire Department covered by the within Agreement shall be entitled to and paid longevity pay provided they were appointed to the Fire Department prior to January 1, 1975. Anyone appointed to the Fire Department or employed in any work assignment connected with the Fire Department after December 31, 1974 shall not be entitled to longevity pay.

B. Each classified employee who shall have completed more than five (5) years but less than ten (10) years of consecutive service shall be entitled to a longevity payment of 2% of his salary.

More than 10 years but less than 15 years	4%
More than 15 years but less than 20 years	6%
More than 20 years but less than 25 years	8%
More than 25 years	10%

C. Longevity for employees entitled thereto between the period of January 1 and June 30 shall commence on the preceding January 1. Longevity pay for employees entitled thereto for the period of July 1 to December 31 shall commence on the preceding July 1. Longevity pay shall be calculated based on the salary as of December 31 of the preceding year.

D. There shall be a Twelve Hundred Dollar (\$1,200.00) annual maximum on the amount of longevity pay received. Leaves of absence at the request of the employee shall not be included in determining length of service.

ARTICLE X

GRIEVANCE PROCEDURE

A. A grievance is defined as a dispute between the City and the F.M.B.A. concerning the application or interpretation of the terms of this Agreement. An earnest effort shall be made to settle such dispute in the following manner:

STEP 1: Within three (3) working days of the occurrence of a grievance, the aggrieved employee, a representative of the F.M.B.A. upon the request of the aggrieved employee only and the aggrieved employee's immediate Commanding Officer shall attempt to resolve such grievance informally. If said grievance is not resolved satisfactorily within three (3) working days of the meeting, the F.M.B.A. shall formally notify the Chief of the Department in writing of the grievance and the desire to pursue said grievance through Step 2.

STEP 2: Within five (5) working days of the F.M.B.A.'s notification of the unsatisfactory resolvment of the grievance under Step 1, the aggrieved employee, no more than two (2) members of the F.M.B.A., the aggrieved employee's immediate Commanding Officer and immediate shift Deputy Chief shall meet to resolve such grievance. If said grievance is not resolved satisfactorily within three (3) working days of the meeting, the F.M.B.A. shall notify the Chief of the Department in writing of it's desire to pursue said grievance through Step 3.

STEP 3: Within seven (7) working days of the F.M.B.A's notification of the unsatisfactory resolvment of a

grievance under Step 2, the aggrieved employee's immediate Commanding Officer, immediate shift Deputy Chief and the Chief of the Department shall meet to resolve the grievance. If said grievance is not resolved within ten (10) days of the meeting, the F.M.B.A. shall notify the Chief of the Department in writing of its desire to pursue said grievance through Step 4.

STEP 4: Within fifteen (15) working days of the F.M.B.A.'s notification of the unsatisfactory resolvment of a grievance under Step 3, the aggrieved employee, the F.M.B.A. President, no more than six (6) members (no more than three (3) of which shall be on duty) of the F.M.B.A., the aggrieved employee's immediate Commanding Officer and immediate Deputy Chief, the Chief of the Department, the City Council Fire Committee, City's Attorney and City's Labor Relations Representative shall meet to resolve the grievance. The City Council Fire Committee shall within ten (10) working days the meeting advise the F.M.B.A. in writing of it's decision.

B. In the event that such grievance or dispute shall not have been satisfactorily adjusted between the parties in the manner provided above, then such grievance or dispute shall be submitted to arbitration within twenty (20) working days at the request of either party to the New Jersey Public Employment Relations Commission (PERC). The arbitrator shall be selected from the panel of arbitrators maintained by the Public Employment Relations Commission in accordance with the selection procedures of the Commission. The arbitrator shall have no authority to add

to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation of this Agreement. He shall confine himself to the one (1) issue submitted for arbitration unless the parties have agreed otherwise. The decision of the arbitrator shall be final and binding on the parties to the extent permitted by and in accordance with this Agreement and applicable law. No arbitration decisions shall conflict with any law, rulings or regulations having the force of law.

C. The cost of the services of the arbitrator shall be borne equally by the parties. Any other expenses including the presentation of witnesses incurred in connection with the arbitration shall be paid by the party incurring same. Only the F.M.B.A. or the City shall have the rights to submit a matter to arbitration.

ARTICLE XI

MISCELLANEOUS

A. Clothing Allowance

1. As soon as possible, each new member on the Department shall on the date of his hire be outfitted with a complete seasonable uniform then being worn by Department Personnel. He shall also receive a full issue of standard turnout gear necessary to fight fires. The other seasonal uniform shall be furnished prior to April 15, or October 15 whichever is applicable.

2. A new member of the Department shall be entitled to full clothing credit during the first full fiscal year of his employment in cash.

3. All Firefighters covered by this Agreement except those employees assigned to the Fire Prevention Bureau, shall be entitled to annual clothing allowance credit of Six Hundred Dollars (\$600.00) in 1995 and 1996. Firefighters assigned to the Fire Prevention Bureau, shall be entitled to an annual clothing allowance credit of Six Hundred Fifty Dollars (\$650.00) in 1995 and 1996. All clothing must meet standards and specifications established by the Department. Clothing allowance shall be paid on or before December 1 of each year.

4. Effective January 1, 1997, clothing allowance will be included in the Annual Salary in accordance with Article VII, Section A, paragraph 5.

5. In addition to the clothing allowance, turnout gear shall be replaced as needed by the City, except in the event of a Firefighter's negligence.

6. Evidence of need for replacement of all items of clothing or equipment requested by an employee shall be furnished upon demand of the Chief of the Department.

7. Any change to the present Firefighter uniform will be paid for by the City.

B. Clothing Maintenance Allowance

1. All Firefighters except those employees assigned to the Fire Prevention Bureau shall receive a clothing issue maintenance allowance annually of Five Hundred Fifty Dollars (\$550.00) in cash in 1995 and 1996. Firefighters assigned to the Fire Prevention Bureau shall receive a clothing issue maintenance allowance of Six Hundred Seventy Dollars (\$670.00) annually in cash in 1995 and 1996. Clothing issue maintenance shall be paid on or before December 1 of each year.

2. Clothing maintenance allowances will be granted on a pro-rata basis in the event of termination, retirement, resignation or death.

3. Effective January 1, 1997, clothing maintenance allowance will be included in the Annual Salary in accordance with Article VIII, Section A, paragraph 5.

C. Emergency Meals

The City agrees to feed employees of the Fire Department who are working emergency overtime for any period

which exceeds four (4) hours. The cost of each overtime meal is not to exceed Seven Dollars and Fifty Cents (\$7.50).

D. Outside Employment

Employees may engage in an lawful outside employment or outside business activities while off duty. However, employees will consider their positions with the City as their primary employment. Any outside employment or business activity must not interfere with the employee's efficiency in his position with the City, nor constitute any conflict of interest. Other employment or business activity must not involve work contracts or bids submitted for the City of Linden, agencies or autonomous bodies of the City of Linden. The City will notify the employee in writing in the event the employee's outside employment or business activity is interfering with the employee's efficiency in his position and/or constitutes a conflict of interest.

E. In Case of Death of an Active Fireman

In case of death of an active Fireman laid out in uniform, and on request of the family for an honor guard, it will be provided by the Fire Department.

F. Duties

1. Employees may be assigned to perform any duties related to firefighting, fire prevention, rescue, salvage, overhaul work, care and maintenance of firefighting equipment and apparatus, and minor maintenance and housekeeping of Fire House.

2. It is understood that this will not encompass construction, plumbing, electrical, painting, carpentry, masonry,

or other such maintenance and mechanical work normally performed by other employees of the City or individual contractors.

G. Immunization

The Chief of the Fire Department and the F.M.B.A. shall decide what immunization program is to be undertaken, the cost of which shall be borne by the City.

H. Fire Science Program

1. After one (1) year of continuous service, any Firefighter attending an accredited school to attain an Associate or Bachelor's Degree in Fire Science, a Firefighter required to take similar related courses as a result of his particular assigned position in the Department, shall in addition to his regular annual salary receive Fourteen Dollars (\$14.00) per credit or credit equivalent to a maximum of (\$1,848.00) annually, and be reimbursed for all tuition and text books costs, upon completing each course with a passing grade of C.

2. Academic course credits necessary to an Associate Fire Science Degree or similar related courses, shall not be compensated at the Fourteen Dollar (\$14.00) per credit rate unless and until a Firefighter has successfully completed a minimum of two (2) basic Fire Science courses.

3. All Firefighters attending mandatory classes required by the Department shall have the tuition and textbook cost reimbursed by the City upon enrollment.

4. Effective July 1, 1997, Firefighters will receive no additional payment for credits earned on or after that date

until they have earned an Associate's Degree (or sixty-four (64) credits when enrolled in a Bachelor's Degree program at an institution which does not grant an Associate's Degree) or Bachelor's Degree. The Firefighter will, however, continue to receive payment for those credits, credit equivalent or required courses as a result of his particular assigned position in the Department earned before July 1, 1997. Upon receiving a Degree as noted above, the Firefighter will receive total compensation under this program as follows:

- | | | |
|----|------------------|------------|
| a. | Associate Degree | \$ 950.00 |
| b. | Bachelor Degree | \$1,900.00 |

5. Compensation for the Degrees noted above shall be effective on January 1 and July 1 of the current year, whichever date is closest to having earned such Degree.

I. F.M.B.A. Dues Deduction

1. The City agrees to deduct F.M.B.A. membership dues from the pay of each employee member of the F.M.B.A. once each month. Said membership dues shall be transmitted with a list of employee members to the F.M.B.A. within fifteen (15) calendar days of such deduction.

2. The F.M.B.A. agrees to furnish the City written authorization from each employee member of the F.M.B.A. to effect such dues deduction in a specific dollar amount.

3. The City agrees to deduct eighty-five percent (85%) of established F.M.B.A. membership dues from all non-

F.M.B.A. member employees as provided for under New Jersey State Statute, and shall transmit said dues deduction in accordance with Paragraph 1 hereinabove.

4. The F.M.B.A. agrees to indemnify and hold the City harmless from and against any and all claims, legal suits or liability of any kind whatsoever arising from the aforementioned deduction of dues.

J. Building Code and Bureau of Fire Safety Certification

1. All employees assigned to the Fire Prevention Bureau shall receive, in addition to their annual salary, six percent (6%) of their annual base pay, provided they obtain and maintain certification for all three (3) levels of the construction code. Courses taken to obtain and maintain this certification shall not be applied to a Fire Science Degree Program salary credits. Any employee who fails to maintain or loses his certification shall not receive the additional six percent (6%).

2. All employees who received Bureau of Fire Safety certification shall receive One Hundred Dollars (\$100.00) each year. A separate check shall be issued no later than December 1 of each year. This amount shall not be added to base salary. Courses taken to obtain and maintain this certification shall not be applied to a Fire Science Degree Program salary credits. Any employee who fails to maintain or loses his certification shall not receive the One Hundred Dollars (\$100.00).

K. Hourly Differential

All shift Firefighters with more than one (1) year of seniority will receive an hourly differential payment of Five Hundred Dollars (\$500.00) per year on or before December 1 of each year.

L. Miscellaneous Stipend

For 1997 only a one (1) time cash payment of one hundred dollars (\$100.00) not to be included in Base or Annual Salary will be paid to all Firefighters covered under this Agreement.

ARTICLE XII

INSURANCE

A. Health Insurance

1. All Firefighters and their eligible dependents shall receive Blue Cross/Blue Shield Series 14/20, Rider J and Major Medical Health Insurance coverage through the New Jersey State Health Benefits Program.

2. All Firefighters and their eligible dependents shall also receive Dental, Vision and Prescription Plan Health Insurance selected and administered by the City or the City's designee. Effective January 1, 1994 the prescription co-payment shall be increased to \$2.00 for generic drugs and \$5.00 for name brand drugs.

3. The total cost of Health Insurance described in Paragraphs 1 and 2 hereinabove shall be borne by the City.

4. All eligible Firefighters under State Statute, Chapter 88, Public Laws of 1974 will receive certain Health Insurance coverage upon retirement as prescribed by said State Law.

5. The City reserves the right to change insurance carriers and/or plans or to self-insure so long as substantially similar benefits are provided. The FMBA will be furnished a copy of the proposed new plan. In the event the Union files a grievance in accordance with the provisions of Article X, the matter will be expedited and no changes will be made during the pendency of the arbitration proceedings.

B. Life Insurance

The City shall assume the full cost of Life Insurance for each employee of the Fire Department to a maximum coverage of Fifteen Thousand Dollars (\$15,000.00).

C. Workmen's Compensation Insurance

The City shall maintain in full force and effect, Workmen's Compensation Insurance for all employees of the Fire Department. Employees shall return to the City of Linden all temporary disability benefits which the said employees received for that period of time that the employee was receiving in full pay from the City.

D. Automobile Liability Insurance

The City shall provide adequate Automobile Liability Insurance for all vehicles of the Fire Department and shall keep same in effect at all times.

E. Temporary Disability Insurance

1. All Firefighters will receive New Jersey State Temporary Disability Insurance as provided for and administered by the New Jersey Division of Unemployment and Disability Insurance.

2. Premium payment of this insurance coverage, a portion paid by each Firefighter, will be programmed annually in accordance with the State Division of Temporary Disability directives.

ARTICLE XIII

F.M.B.A. ACTIVITY PROTECTED

A. Maintenance of Operations

1. Except for the right to strike or to withhold services which are hereby prohibited, all other F.M.B.A. activities are protected, except as such activities are restricted by or are in conflict with other provisions of this Agreement. Nothing shall abridge the right of any duly authorized representative of the F.M.B.A. to present the views of the F.M.B.A. to the citizens on issues which affect the welfare of its members, except by mutual agreement of the parties.

2. The F.M.B.A. agrees that neither the F.M.B.A. nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow down, sick out, walk out or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the City in any form.

3. Nothing contained in this Agreement shall be construed to eliminate or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the F.M.B.A. or its members.

4. The City agrees not to cause, authorize or engage in any lockout of employees covered under this Agreement.

5. The City and the F.M.B.A. may modify this

Agreement during its term, provided any modifications agreed to are put in writing and are signed by both parties.

B. The City will not condone or entertain any outside interference from any other union or employee group without the sanction of the F.M.B.A. as long as this contract is in force.

C. 1. Firefighters will not be subjected to hardship during any review, inspection or training period.

2. When the temperature is less than 32 degrees Fahrenheit, or over 90 degrees Fahrenheit, all outside activity will be suspended except recruit training, pre-planned industry training conducted by the Training Division and when members of the Department have been given the opportunity to attend outside demonstrations of Fire Department related functions.

3. In-service inspections may be held at temperatures between 32 degrees and 90 degrees Fahrenheit.

ARTICLE XIV

PRIOR PRACTICES

All other rights, benefits and privileges enjoyed by employees which are not specifically provided for or abridged in this Agreement are hereby protected by this Agreement, including but not limited to any rights, benefits and privileges bestowed on the employees by laws of the United States, laws of New Jersey, Civil Service Laws of New Jersey or City Ordinances of Linden.

ARTICLE XV

MANAGEMENT RIGHTS

A. The City of Linden hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing the following rights:

1. The executive management and administrative control of the City Government and its properties and facilities and activities of its employees utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time-to-time be determined by the City.

2. To use improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality of the work required.

3. To hire all employees, to promote, transfer, assign or retain employees in positions within the City.

4. To reprimand, suspend, discharge or take any other appropriate disciplinary action against any employee for just cause.

5. To lay off employees in the event of lack of funds.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption

of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States and Ordinances of the City of Linden.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties or responsibilities under R.S. 40, 40A and 11 or any other national, state, county or local laws or ordinances.

ARTICLE XVI

SEPARABILITY AND SAVINGS

If any provision of this Agreement or application of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, such provision or application shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

ARTICLE XVIII

DURATION

A. This Agreement entered into on this 18th day of MARCH, 1997 shall be effective from January 1, 1995 through December 31, 1997. Any changes in salary or other economic benefits will apply only to those Firefighters in the employ of the City as of the date of signing of this Agreement or who retired from the employ of the City or who died during the term of the Agreement. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing no more than ninety (90) days nor less than sixty (60) days prior to such expiration date. Within fifteen (15) days of the receipt of notification by either party, a conference shall be held between the City and the F.M.B.A. Negotiating Committee for the purpose of such Agreement modification or termination.

B. In the event neither party serves such written notice of desire or intention to terminate, amend or modify this Agreement on or before aforementioned sixty (60) days prior to expiration of this Agreement, then the duration of this Agreement shall continue for one (1) additional year.

LINDEN F.M.B.A. LOCAL 34

By: Richard A. Zingalesi Pres.

ATTEST:

By: Richard M. Ponzio Sec.

ATTEST:

By: Thomas Callahan Secretary
2/21/97

CITY OF LINDEN

By: John L. Higgins Mayor

ATTEST:

By: Nal D. Ingrato
CITY CLERK

PROPOSED ADDENDUM TO THE CURRENT AGREEMENT

BETWEEN THE CITY OF LINDEN

AND

F.M.B.A. LOCAL #34

REGARDING THE ESTABLISHMENT OF AN EMERGENCY MEDICAL SERVICE

1. The new job classification of E.M.T., U.F.D. will be promotional subject to New Jersey Department of Personnel testing.

2. For the purpose of promotions, assignments or lateral moves, the title of E.M.T., U.F.D. will be the same and equal to the U.F.D. classification.

3. The Emergency Medical Service (E.M.S.) System shall operate in accordance with all applicable State of New Jersey statutes and regulations.

4. If at any time the E.M.S. System fails to meet the State of New Jersey statutes and regulations or if two (2), E.M.T., U.F.D.'s are unavailable to man the E.M.S. System ambulance and replacements are unavailable under the emergent circumstances and procedures as set forth in Paragraph B, it shall be taken out of service.

5. The City shall provide for adequate insurance coverage and pension benefits for those members assigned to the E.M.S. System. In the event an E.M.T., U.F.D. is injured while performing E.M.S. duties and would otherwise be eligible for benefits under the New Jersey Police and Fire Retirement System, except for the fact that said E.M.T., U.F.D. was injured while performing E.M.S. duties, the City shall be responsible to said E.M.T., U.F.D. for the difference in available pension benefits.

6. All City of Linden Uniformed Firefighters who currently hold a valid E.M.T. Certificate which was obtained through the City of Linden Fire Department shall be required to maintain their E.M.T. Certification. Provided, however, that no Firefighter, except those Firefighters who become employed by the City of Linden Fire Department subsequent to the effective date of the within Addendum, shall be required to perform E.M.S. duties without his consent except in the event of an emergency.

The term emergency shall be defined as any unusual conditions caused by fire, disaster, civil disturbance, melee or riot or vacancies caused by sickness or injury reported or having occurred less than two (2) hours prior to the commencement of the employees tour of duty, whereby the safety of the public is endangered or imperiled or where an entire shift is held over or an entire shift is called in early. The filing of a vacancy in an E.M.T., U.F.D. position under emergent circumstances as

defined above, shall be accomplished by first recalling the active E.M.T., U.F.D.'s to solicit volunteers: if the vacancy remains unfilled, then all of the Firefighters with valid E.M.T. Certificates who are not active in the E.M.S. System shall be contacted to solicit volunteers; if the vacancy still remains unfilled, then all active E.M.T., U.F.D.'s and, subsequently, all Firefighters with valid E.M.T. Certificates shall be subject to mandatory recall. In the event a Firefighter with a valid E.M.T. Certificate, who is not active in the E.M.S. System, fills a vacancy created under emergent conditions, that Firefighter shall receive the same increase in base salary as an active E.M.T., U.F.D. for time spent as a volunteer active E.M.T., U.F.D. In no event, shall such volunteer active E.M.T., U.F.D. be considered a permanent active member in the E.M.S. System due to E.M.S. duties performed under emergent conditions.

7. The E.M.T., U.F.D.'s shall come from volunteers in the order of seniority or from the new members of the Linden Fire Department who become employed after the E.M.S. System is in effect. When a new member of the Linden Fire Department, who is an E.M.T., U.F.D. and assigned to a platoon, E.M.T., U.F.D. senior in the System may rotate out. Said E.M.T., U.F.D. shall return to Firefighter status at the prevailing Firefighter rate of pay.

8. When an E.M.T., U.F.D. rotates out of the System, said member shall not be reassigned to the E.M.S. without the member's consent. Any member who volunteers for the E.M.S. shall be required to stay in the System until such time as a rotation opportunity arises.

9. The primary hours of the E.M.S. System shall be Monday through Friday 5:00 a.m. to 6:00 p.m.

10. The E.M.S. System shall be a Linden Fire Department operation, it shall be administered and operated by the Linden Fire Department.

11. The E.M.S. System shall have an administrator, (in rank of officer) who shall be responsible for direction, equipping and maintaining the System.

12. The E.M.S. System's radio shall operate on the low band frequencies, 46.06 and 46.10.

13. The City shall provide the members of the E.M.S. System with suitable work clothing, separate from station uniforms, (exception, Titan Jacket) and shall provide laundry service for the E.M.T.'s work uniforms.

14. The City shall provide the E.M.T., U.F.D.'s with the personal medical equipment necessary to perform their duties and shall replace said equipment if lost or damaged.

15. The City shall provide immediate medical screening to E.M.S. personnel who may have come in contact with diseases which could jeopardize the E.M.T., U.F.D.'s health and safety.

16. Only the first twelve (12) E.M.T., U.F.D.'s, as determined by the New Jersey Civil Service, Department of Personnel who are assigned to the E.M.S. System shall receive eight percent (8%) more than the U.F.D. base salary in effect, Any other E.M.T., U.F.D. who replaces one of the first twelve (12) E.M.T., U.F.D.'s shall receive, for all time worked in that capacity, the authorized salary paid to the replaced E.M.T., U.F.D.

17. Firefighters who attend E.M.T. school shall be compensated in cash for their time in excess of the forty-two (42) hour work schedule at a rate of time and one half (1/2).

18. When the assigned of two (2) E.M.T., U.F.D. employees causes overtime to be paid to other than E.M.T. assigned personnel, U.F.D. Firefighters will be used to fill the overtime.

19. This Agreement shall be adopted as an Addendum to the current Agreement between the City of Linden and the F.M.B.A. Local #34.

20. Any E.M.T., U.F.D. assigned to the E.M.S. System not assigned to the ambulance shall work as line Firefighters.

LINDEN F.M.B.A. LOCAL 34

CITY OF LINDEN

By: Richard A. Lingulin Pres.

By: John P. Regorio
MAYOR

ATTEST: ~

ATTEST:

By: Edward W. Condit VP

By: Nald Inman
CITY CLERK

ATTEST:

By: Thomas Callahan Secretary
2/26/91